

APPENDIX D-1 TO DIR CONTRACT NO. DIR-TEX-AN-NG-CSA-ICXXX
QWEST TOTAL ADVANTAGE® AGREEMENT
QWEST iQ® MANAGED VOIP SERVICE EXHIBIT

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. Qwest will provide Qwest iQ Managed VoIP Service ("Managed VoIP" or "Service") as part of a Qwest iQ Managed VoIP Bundle ("Bundle") under the terms of the Agreement, this Service Exhibit, and the Qwest iQ Managed VoIP Bundle Promotional Attachment ("Promotional Attachment").

"Approved Connectivity" means a new Qwest iQ® Networking Internet Port, Private Port or Enhanced Port with QoS, or an existing Qwest iQ Networking Internet Port, Private Port or Enhanced Port connection to the Qwest IP network with QoS.

"Approved CPE" means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) designated by Qwest.

"Customer Environment" means Customer's data network/equipment and premises environment.

"IP" means Internet Protocol.

"Minimum Service Term" is defined in the Promotional Attachment.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"Office Administrator" enables the Customer administrator to: (a) set up End Users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.

"On-Net Calls" means calls between two Managed VoIP seats that are transmitted through the Service entirely over the Qwest IP network and not the PSTN or another carrier's IP network.

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Qwest-Approved 911 Location" means Customer's current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location where Service was initially installed, or an updated temporary location that Qwest has previously approved. Service may only be used at a Qwest-Approved 911 Location.

"Renewal Term" is defined in the Promotional Attachment.

"SLAs" means service level agreements posted at <http://www.qwest.com/legal> which are subject to change.

"Start of Service Date" means the date Qwest notifies Customer that the Service is provisioned and ready for use.

"Term" means Minimum Service Term and each Renewal Term, as defined in the Promotional Attachment.

2. Service.

2.1 Description. The Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Office Enhanced seats are provided as part of the Qwest iQ Managed VoIP Bundle.

2.1.1 Office Enhanced Seats. Office Enhanced seats include the ability to make On-Net and Off-Net Calls, an End User Portal, an Office Administrator Portal, voicemail, call waiting, and call forwarding, as well as other features, some dependant on IP Handset model. Information regarding IP Handset features supported by the Service is available from a Qwest Sales Representative. The End User Portal provides access to call logs, click-to-call and other features. The Office Administrator Portal enables Customer administrator functionality, including the ability to: (a) set up End Users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions. Office Enhanced seats also include Microsoft® Outlook® integration.

2.1.2 Optional Handset-Free Seats. Customer may purchase Office Enhanced seats without purchasing or installing IP handsets for such seats ("Handset-Free Seats"). Except as noted below, Handset-Free Seats include the same features listed for Office Enhanced seats above, and are provided at the same price. Certain features are functions of the handset itself, and those features are therefore not included with Handset-Free Seats. To make outbound calls, including 911 calls, from a Handset-Free Seat, another telephone device from which the call can be originated via the End User Portal must be used.

2.1.3 Local, 8XX and On-Net Calls. Local calls, 8XX outbound calls, and On-Net Calls are included in the Bundle MRC. The local calling service area for a seat number is based on the area code and prefix assigned to the seat and does not depend on Customer's physical location.

2.1.4 Optional Services. Customer may purchase the following optional services for additional charges:

(a) Off-Net Calls. Additional per minute charges apply to domestic and international Off-Net Calls. Additional per minute charges apply to each Off-Net Call leg of a conference call.

(b) Listing. An additional MRC applies to each basic business white page listing of a seat number.

(c) Directory Assistance. A flat per call charge applies to directory assistance.

2.1.5 Optional Domestic Inbound 8XX Service. Domestic 8XX inbound service is available for use with the Service for an additional charge. International inbound 8xx calls are not provided or priced as an optional service under this Service Exhibit, and Customer is responsible for obtaining such service pursuant to separate agreement(s) and separate charges. Optional features for inbound 8XX calls are available under the terms, conditions and pricing of the RSS and ISS. Qwest is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any toll free telephone number, or other telephone number advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504.

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2.2. Service Conditions. The following conditions apply to the Service:

(a) Site Conditions. Customer Environment must meet certain performance specifications designated by Qwest to use the Service. Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services, and continuing to meet specifications designated by Qwest during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. Qwest has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A Qwest representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If Qwest determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate this Service Exhibit without liability for any Cancellation Charge.

(b) Access. Customer must provide Qwest and/or its representative access to the Customer premises to the extent reasonably determined by Qwest for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. Service installation includes a single Customer site visit by a Qwest technician. If additional site visits are required, time and material charges will apply at Qwest's then current rates. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

(c) Approved Connectivity and CPE. As of the effective date of this Service Exhibit, the Service may only be used with: (i) Approved Connectivity and (ii) Approved CPE. Customers selecting Qwest iQ Networking Private or Enhanced Ports are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, Qwest's first troubleshooting step will be to implement QM C or QM B. Qwest will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by Qwest to resolve the issue. Qwest may add to the Approved Connectivity list and Approved CPE list from time to time. The then current list of Approved Connectivity and Approved CPE is available to Customer upon request. Qwest has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.

(d) International Off-Net Call Billing. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute. International Off-Net Call charges can be modified immediately upon notice to Customer (including without limitation, upon Qwest's posting such modifications on the Web site designated by Qwest for that pricing, or providing any other notice to Customer). The Qwest iQ Managed VoIP International Off-Net Call Price List is incorporated by reference and made a part of this Service Exhibit.

(e) Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, Qwest may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

(f) Unsupported Calls. The Service does not support operator services, collect, third party billing or calling card calls. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support any outgoing calls from Office Enhanced seats that are not associated to a stationary IP enabled device (i.e., from Handset-Free Seats), unless another telephony device from which the call can be originated via the End User Portal is used. The Service does not support remote bridged line appearances ("Remote BLAs"). Customer is specifically instructed not to enable Remote BLAs on its IP devices used with the Service. Additional information regarding potential issues with Remote BLAs is found in the "911 Emergency Service" section of this Service Exhibit.

(g) Area of use. The Service is intended to be used only at the single location at which Service is initially installed by Qwest for Customer in the United States. Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one Service location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from Qwest as set forth in subpart (h) below. 911 emergency calls automatically route to the appropriate 911 center based upon the Qwest-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a Qwest-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States, they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

(h) Use of Service at a Temporary Location. Customer may temporarily use the Service at a location other than the single location where Qwest originally installed the Service only after obtaining Qwest's approval either (i) by contacting Qwest at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the primary location. Failure to obtain Qwest's approval is prohibited and constitutes a misuse of Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, Qwest will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3(c)(ii) below) at the time the request is accepted via the *My 911*

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Location page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact Qwest at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last Qwest-Approved 911 Location. If, upon submission of a 911 location change request, Qwest rejects the change request, Customer understands that Qwest has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there.

(i) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with Qwest's ability to provide service to Qwest customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

(j) Authorized Use. Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

(k) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment. The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Internet connectivity router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed, or (viii) if equipment used with the Service is moved from the single location Qwest installed Service for Customer (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where Qwest installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from Qwest as set forth in subpart (h) above, Customer may move the IP stationary device (handset) only.

(l) Local Number Portability. If Customer is not utilizing a new number for Service, but rather is transferring an existing phone number, which currently is subscribed to a carrier other than Qwest for local, local toll and/or long distances telecommunications services ("Porting"), then Customer authorizes Qwest to process its order for Service and to notify Customer's local telephone company of Customer's decision to switch its local, local toll and long distance services to the Service. The Start of Service Date and commencement of billing will not depend on completion of Porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, Qwest may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service. Qwest will deny a request to port a TN to a location that is not within the rate center where the Service will be used. Other limitations might also apply and can be addressed on an individual basis.

(m) Privacy. Qwest, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Approved CPE, software, and Service to: (a) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance.

(n) Third Party Billed Services. The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

2.3 SLA. Service is subject to the SLA in Attachment D-1 to Exhibit D to the DIR Contract No. DIR-TEX-AN-NG-CTSA-004.

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3. 911 Emergency Service.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

(a) Required Federal Communications Commission (“FCC”) Warning. The FCC requires that Qwest inform Customer of potential limitations to 911 services using Qwest iQ Managed VoIP Service and bundles or packages that include Qwest iQ Managed VoIP Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from Managed VoIP seats that are not associated to a stationary IP enabled device (i.e., from Handset-Free Seats), unless another telephony device from which the call can be originated via the End User Portal is used. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or “PSAP”) under the following circumstances: (i) if the Service is used at a location other than a Qwest-Approved 911 Location in the United States, or if an IP-enabled stationary device is moved within the Qwest-Approved 911 Location and not reconfigured; (ii) if Customer selects a telephone number that is not associated with the geographic area of the installed service (e.g., if Customer chooses a California number for use in a Colorado location); (iii) for initial installation of Service - on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (iv) for use of Service at a temporary location – until Qwest has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. “911 Update Interval” is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (**Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (v) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); (vi) while maintenance work is being performed; or (vii) if Customer's area does not have 911 emergency service. Additionally, Qwest does not support Remote BLAs on IP devices used with the Service. If a Remote BLA is enabled, and Customer or an End User make a 911 call from the Remote BLA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA, not to the 911 location in San Francisco.

(b) Additional Information Regarding the Limitations of 911 Services. When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. The PSAP to which the call is directed will be based on the street address and calling party number for the Qwest-Approved 911 Location. The 911 emergency service provided is Enhanced 911 emergency service in that the calling party number will be delivered to the PSAP with the 911 call and the PSAP will have the Qwest-Approved 911 Location associated with that calling party number. End User's Qwest-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency.

QWEST RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

(c) No Privacy Rights. Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

(d) Customer Must Notify End Users of 911 Limits. Customer will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the Qwest-Approved 911 Location and is not available using an IP enabled mobile device. Qwest will provide labels that will indicate that 911 service has limited availability and functionality when used with Qwest iQ Managed VoIP, and Qwest recommends that the labels be placed on or near the equipment associated with the Services.

(e) Limitation of Liability. QWEST, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.

(f) Acknowledgement of 911 Limitations. By initialing below, Customer acknowledges that Qwest has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Electronic signatures on this Service Exhibit will be accepted only in the form and manner prescribed by Qwest.

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PRINT CUSTOMER COMPANY NAME: _____

PRINT CUSTOMER REPRESENTATIVE'S NAME: _____

CUSTOMER REPRESENTATIVE'S INITIALS: _____

4. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will end on the expiration term date as set forth in the Agreement Section of the DIR Customer Service Agreement, DIR Contract No. DIR-TEX-AN-NG-CSA-ICXXX. Service may be canceled prior to term end date as per Section 11, Termination, of the DIR Customer Service Agreement, DIR Contract No. DIR-TEX-AN-NG-CSA-ICXXX. Service may only be purchased as part of a Bundle. The Minimum Service Term, Renewal Term and Cancellation Charges for Bundles are set forth in the Promotional Attachment.

5. Charges. Charges for the Service are as set forth in Exhibit C-1 of DIR Contract No. DIR-TEX-AN-NG-CTSA-004.

6. AUP. All use of the Services will comply with the AUP, posted at <http://www.qwest.com/legal/> and incorporated by reference into this Service Exhibit. Qwest may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of Qwest's networks, systems, services, web sites, and products.

7. E-Mail Information/Updates. Customer acknowledges and agrees that Qwest may contact Customer via e-mail at the e-mail address provided to Qwest when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide Qwest with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.